

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISIONS**

MICHAEL DYBOWSKI,

Plaintiff,

v.

VCE COMPANY, LLC, A Delaware Limited
Liability Company,

Defendant.

Case No. 14-cv-12282-MOB-DRG

Judge Battani

Magistrate Judge Grand

APPENDIX OF EXHIBITS

Exhibit 4

Plaintiff's Offer Letter

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THE VIRTUAL COMPUTING
ENVIRONMENT COMPANY

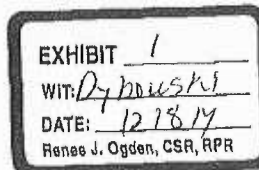


www.vce.com

May 1, 2013

Sent Via Electronic Mail

Michael Dybowski
356 Highland Ave
Rochester, Michigan 48307



Dear Michael:

On behalf of VCE Company, LLC ("Company" or "VCE"), I am pleased to confirm this offer of employment for the position Sr vAccount Manager, Enterprise reporting to Joe Vranicar starting on May 13, 2013.

We are pleased to offer you a Total Earnings Opportunity ("TEO") of \$270,000, consisting of the base and incentive compensation element(s) set forth below. Your TEO includes your base salary and is dependent on your achieving 100% of the objectives set forth in your Goal Acknowledgement Form ("GAF") and/or communicated to you by your manager.

- A base salary of \$5,192.30 per biweekly pay period, or \$135,000.00 annualized. For compensation purposes, VCE has 26 pay periods per year.
- You will also be eligible for the following incentive compensation in accordance with the Sales Compensation Terms and Conditions, and such incentive compensation will be contingent upon your signing an approved GAF.

Incentive Component(s)	Annual Target Amount
COMM – Sales Commission	\$135,000

- A non-recoverable draw of \$8,438.00 per month will be available to you for three months. The draw(s) will be subject to the terms and conditions of VCE's draw program.

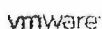
All of the above payments are subject to all applicable legal deductions, tax withholdings and benefit elections. Additionally your signature below represents your written authorization to VCE to setoff and deduct any amounts owed by you to VCE from any amounts payable by VCE to you upon the termination of your employment, subject to federal, state and local laws. For example, to the extent permissible under applicable laws, you authorize the deduction from your final paycheck for any reimbursements owed by you to VCE, including but not limited to loans or advances made by VCE to you, unauthorized credit card charges, and other customary expenses.

You will be eligible to participate in VCE's comprehensive benefit plans and programs as such plans and programs are in effect and amended from time to time. VCE will communicate with you in the near future regarding your enrollment in VCE's benefit programs.

As a condition of your employment with VCE you are required to complete, sign and return the VCE Proprietary Information and Inventions Agreement, as well as the VCE Business Conduct Guidelines. It is VCE corporate policy that employment or continued employment is contingent upon VCE's satisfaction with the results of a substance abuse screening test and background check. Instructions on scheduling your drug screening appointment will be sent under separate cover.

 CISCO

 EMC²
efficiency. everywhere.

 vmware

1500 N. Greenville Avenue
Suite 1100
Richardson, TX 75081

VCE001111

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Additionally, in accordance with federal and state laws, you will be required to complete a VCE Employment Application, Form I-9 (Employment Eligibility Verification), and to provide VCE with original documentation establishing your identity and eligibility for lawful employment in the United States. This original documentation should be brought with you on your first day of employment.

As an E-Verify participant, VCE will provide the Social Security Administration (SSA) and, if necessary, the Department of Homeland Security (DHS), with information from your Form I-9 to confirm work authorization. If the Government cannot confirm that you are authorized to work, VCE will provide you with written instructions and an opportunity to contact DHS and/or the SSA before taking adverse action against you, including terminating your employment.

It is possible that customers may require you to engage in specific background checks and/or substance abuse screening prior to entering their premises. If this occurs, VCE may require you to consent to these background checks and/or substance abuse screens, and will provide you with as much advance notice as practicable.

VCE is extending you this offer based upon your general skills and abilities and not your possession or knowledge of any confidential, proprietary or trade secret information belonging to your current or any former employer. Should you decide to accept this offer, VCE requires that you do not disclose any such information or bring any materials belonging to your current or any former employer. Further, you represent and warrant to VCE that you are not bound by any restriction or covenant not to compete that would prevent you from performing your expected job duties at VCE.

You understand that your employment is at-will. You are not being offered employment for a definitive period of time and that either you or VCE may terminate the employment relationship at any time and for any reason without prior notice. VCE's policies, compensation and benefits may be amended at VCE's discretion. You are not relying upon any other verbal or written representations other than what is contained in this offer. You also understand that any misrepresentation on your part or omission of facts may be cause for dismissal.

To indicate your formal acceptance of this offer, carefully review and electronically sign this offer letter and all of the required documents within 5 days of receipt of the offer package.

On behalf of VCE Company LLC, we are excited to have you on the team and know that you will make significant contributions as we continue to build a world-class organization.

Sincerely,

Kristi Hummel

Kristi Hummel
Vice President Human Resources

Agreed to by:
DocuSigned by:

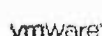
Michael Dybowski
Michael Dybowski

5/11/2013

Date

Attachments:

VCE Proprietary Information and Inventions Agreement
VCE Business Conduct Guidelines



1500 N. Greenville Avenue
Suite 1100
Richardson, TX 75081

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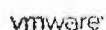
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